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#### Contract Database Metadata Elements

Title: **Oceanside Union Free School District and Oceanside Union Free School Permanent Substitutes Chapter Unit, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO, Oceanside Federation of Teachers, Local 1631 (2017)**

Employer Name: **Oceanside Union Free School District**

Union: **Oceanside Union Free School Permanent Substitutes Chapter Unit, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO, Oceanside Federation of Teachers**

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# **AGREEMENT**

Between

**The Oceanside Union Free School  
District**

**Town of Hempstead, Nassau County  
Oceanside, New York**

And The

**Permanent Substitutes  
Chapter**

Of the

**Oceanside Federation of Teachers**

**Local 1631, American Federation of Teachers  
AFL-CIO**

**July 1, 2017 – June 30, 2022**

This **AGREEMENT** is **MADE AND ENTERED INTO** ON THIS 1<sup>st</sup> DAY OF JUNE, 2017, by and between the SUPERINTENDENT OF SCHOOLS, OCEANSIDE UNION FREE SCHOOL DISTRICT, OCEANSIDE, NEW YORK (hereinafter referred to as the "District,") and the PERMANENT SUBSTITUTES CHAPTER OF THE OCEANSIDE FEDERATION OF TEACHERS, Local 1631, American Federation of Teachers, AFL-CIO, (hereinafter referred to as "substitutes")

## **ARTICLE I - RECOGNITION**

### **Section 1**

- A. The District recognizes the Federation as the exclusive bargaining agent for all permanent substitutes.
- B. Nothing contained herein shall be construed to require that an employee covered by this Agreement shall be a member of any employee organization as a condition of employment.
- C. Nothing contained herein shall be construed to prevent the superintendent and/or his or her authorized representatives from meeting with any employee organization representing permanent substitutes for the purpose of hearing the views and proposals of its members.
- D. Nothing contained herein shall be construed to prevent any individual employee from informally discussing an issue with his or her immediate supervisor.
- E. The Federation agrees to continue its policy of admitting all persons to membership without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, or marital status, and to represent equally all employees without regard to membership or participation in, or association with the activities of, or refusal to participate in the activities of any employee organization.
- F. The district agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, or membership or participation in, or association with the activities of any employee organization.
- G. The District agrees that, for the purposes of this Agreement, permanent substitutes are to mean those people who are guaranteed employment from October 1 through May 31 of the academic year.
- H. The permanent substitute will assume the duties and responsibilities of the individual teacher that he/she replaces.

## **ARTICLE II - SALARY**

### **Section 1 – Per Diem Rate**

The rate of pay for permanent substitutes shall be one hundred twenty five (\$125) dollars per diem.



**Section 2**

Wherever possible, the district agrees to process salary vouchers as quickly and as close to the teachers' pay periods as possible.

**ARTICLE III - NEW HIRES**

Permanent substitutes hired after April 29, 1998 shall be entitled to five (5) paid sick days per year, cumulative to two hundred twenty (220) days, in accordance with their work calendar (October 1 – May 31).

Permanent substitutes hired after April 29, 1998 shall not be entitled to personal day, paid holidays nor payment for the 7th teaching period provisions of this Agreement.

**ARTICLE IV – WORK SCHEDULE****Section 1**

Permanent substitutes will be granted work from October 1<sup>st</sup> through May 31<sup>st</sup> of the school year.

**Section 2**

Permanent substitutes at all levels shall work a 7-hour day inclusive of one prep and one lunch period. Permanent substitutes with five or more consecutive years of service to the District as of July 1, 2017, shall be relieved of teaching a 7<sup>th</sup> period at Oceanside High School.

**Section 3 - Mileage Reimbursement**

During each year of this Agreement, permanent substitutes shall be reimbursed at the rate allowable for automobile mileage reimbursement by the Internal Revenue Service on September 1 of the respective school year, for previously approved mileage incurred in the performance of their responsibilities to the District.

**ARTICLE V - DEDUCTIONS****Section 1 - Dues Deductions**

The District agrees to deduct from the salaries of employees covered by this Agreement, dues for the Oceanside Federation of Teachers, as said employees individually and voluntarily authorize the District to make such deductions.

Employee authorization will be in writing in the form provided by the District.

**Section 2 - Credit Union Deductions**

The District shall make provisions for deductions to the teacher credit union upon application by the employee.

**Section 3 - Deductions for Tax-Sheltered Annuities**

The District shall continue to make deductions for tax-sheltered annuity plans. However, the District shall not be required to make deductions for new plan enrollees in any companies other than the following:

AXA Equitable Life Insurance Company	Oppenheimer Fund
Fidelity Management Trust	Paul Revere Life Insurance Group
VOYA	T Rowe Price Trust Co
Legend Group – Employee Benefit A/C	Union Central Life Ins Co
Mass Mutual VA	Unity Mutual Life
Met Life of CT (Travelers)	USAA Life Insurance Co
Mutual Inc	Vanguard Fiduciary Trust Co
New York Life Ins. & Annuity Corp	Wilton Reassurance Life Co of NY

#### **Section 4 - VOTE/COPE**

The District shall make deductions for VOTE/COPE upon application by the employee.

### **ARTICLE VI - LEAVE**

#### **Section 1 - Sick Leave**

Permanent substitutes assigned from October 1 to May 31 shall be entitled to approved sick days not to exceed five (5) days per year. If not used, all or any part thereof will be accumulative as accumulated sick days to a maximum of two hundred twenty (220) days without loss of salary.

#### **Section 2- Bereavement Leave**

Upon application to the Superintendent or his/her designee, employees covered by this Agreement may apply for bereavement leave for immediate family members not to exceed five (5) days in each instance. Immediate family is defined as listed below:

(a) mother	(f) husband
(b) father	(g) wife
(c) sister	(h) children/grandchildren
(d) brother	(i) grandparents
(e) in-laws in the above categories	(j) person who makes his/her home in the employee's residence

#### **Section 3 - Jury Duty**

No employee shall lose pay or have his/her personal leave allotment charged for absence due to jury duty. However, any compensation received for such jury duty shall be reimbursed to the District, if such compensation is less than employee's salary. If compensation is more than employee's salary, the employee forfeits the salary.

#### **Section 4 - Emergency-closing Days**

Employees covered by this Agreement shall be paid for all emergency closing days. However, should any make-up days be necessary due to emergency closings, employees shall work those days at no additional salary.

### **ARTICLE VII - IN SERVICE HOURS**

Effective 7/1/03, permanent substitutes shall be required to attend ten (10) hours of in-service courses per year at no additional remuneration. These courses will be offered beyond the permanent substitute's school day.

## ARTICLE VIII - HEALTH INSURANCE

Effective 7/1/03, permanent substitute teachers shall be offered participation in the HIP health insurance plan for individual or family coverage; or participation in the Empire Plan for individual coverage only. The district contribution shall be fifty (50%) percent of either of the individual premiums, and thirty-five (35%) percent of the HIP family premium.

## ARTICLE IX - GRIEVANCE PROCEDURES

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

### Section 1 - Definitions

- A. **Grievance** is a complaint by an employee concerning the effect, interpretation, application or violation of this Agreement.
- B. **Employee** is any employee covered by this Agreement.
- C. **Days** are working school days.
- d. **Aggrieved** is the employee filing a grievance.
- E. **Supervisor** is the person to whom the aggrieved is directly responsible.

### Section 2 - Procedures

- A. Informal Stage  
An employee may present a grievance to his/her supervisor within ten (10) days following the act or condition which is the basis of the grievance. The supervisor shall informally discuss the grievance with the aggrieved and, within five (5) days of aforesaid informal discussion, render a written decision to the aggrieved.

The decision may be pursued in the following manner:

- B. Stage I  
Within five (5) days of the decision of the supervisor, the aggrieved may appeal the decision to the building principal.

The building principal, within five (5) days of receipt of the appeal, shall meet and confer with the aggrieved and the supervisor with a view to arriving at a mutually satisfactory resolution of the grievance.

The building principal shall communicate his/her decision, in writing, to the parties, within five (5) days of the conference.

- C. Stage II  
Within five (5) days of the decision of the building principal, the aggrieved may appeal the decision to the Assistant Superintendent.



The Assistant Superintendent, within five (5) days of receipt of the appeal, shall meet and confer with the aggrieved and the building principal with a view to arriving at a mutually satisfactory resolution of the grievance.

The Assistant Superintendent shall communicate his/her decision, in writing, to the parties, within five (5) days of the conference.

D. Stage III

Within five (5) days of the decision of the Assistant Superintendent, the aggrieved may appeal the decision to the Superintendent.

The Superintendent, within five (5) days of the receipt of the appeal, shall meet and confer with the aggrieved and the Assistant Superintendent with a view to arriving at a mutually satisfactory resolution of the grievance.

The Superintendent shall communicate his/her decision, in writing, to the parties within five (5) days of the conference.

E. Stage IV

Within five (5) days of the decision of the superintendent, the aggrieved may make a written request to the Superintendent for advisory arbitration. The request shall include the aggrieved's choice of a person to participate on a tripartite arbitration panel as well as a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved.

Within three (3) days of receipt of the request for advisory arbitration, the Superintendent shall select the second member of the arbitration panel, and shall notify the aggrieved of his/her choice. The two members so named shall meet within three (3) days thereafter and shall select a third person to serve as chairperson of the tripartite panel. If the two cannot agree within two (2) days on selection of a chairperson, they shall utilize the procedures of the New York State Public Employment Relations Board to assist them in a selection of a chairperson.

Following selection of the chairperson, the Superintendent shall furnish the three members of the panel copies of all documents and papers concerning the grievance.

The chairperson shall convene all parties concerned within a reasonable time of his/her selection and shall provide the parties with the opportunity to present oral and written statements concerning the grievance.

The tripartite panel shall issue its advisory opinion not later than thirty (30) days from the date of the closing of the hearings. The opinion shall set forth the panel's conclusions on the issue submitted.

The panel shall limit its decision strictly to the application and interpretation of the provisions of this Agreement and it shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.

The Superintendent shall communicate his/her decision concerning acceptance of the panel's recommendation, in writing, to the aggrieved within five (5) days of receipt of the panel's written opinion.

F. Stage V

If the Superintendent or the aggrieved does not accept the opinion of the tripartite panel, the aggrieved may appeal to the Board of Education within five (5) days after he/she has received the decision of the Superintendent.

The Board, within fifteen (15) days of receipt of the appeal, shall conduct a hearing on the grievance.

The Board shall communicate its decision, in writing, to the aggrieved and to the Superintendent, within thirty (30) days of the hearing.

**Section 3 - Rules and Regulations**

- A. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any employee from presenting and processing a grievance through the procedures provided in this Article.
- B. An employee shall have the right to be represented at any stage of these procedures by the Federation or a person of his/her choice.
- C. Copies of all documents submitted as evidence in these procedures shall be made available to the parties to these procedures.
- D. Where an employee is not represented by the Federation at Stages III, IV, and V of these procedures, a Federation representative may be present to state his/her views on the grievance. Copies of documents submitted as evidence at these stages shall be made available to the Federation upon request.
- E. Failure at any stage of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next stage. Failure at any stage of this procedure to appeal a grievance to the next stage within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- F. The time limits specified in any step of this procedure may be extended, or shortened, in any specific instance, by mutual agreement.
- G. Records of grievance procedures shall not be made a part of an employee's personnel file.
- H. Appeals of decisions shall be in writing, shall set forth specifically in what manner the decision is erroneous and the remedy desired, and shall state the name of the employee's representative, if any.
- I. Notice of a conference to be held at any of the stages of these proceedings shall be sent to all parties to the proceedings of that stage, including the employee's representative, if any.



- J. The grievance stated in writing at Stage I shall not be changed, altered, or modified at any subsequent stage of these procedures.
- K. An employee may present oral and written statements concerning his/her grievance at any stage of these procedures.
- L. Decisions rendered during any stage of these procedures shall be issued to all parties to the proceedings of that stage, including the employee's representative, if any.
- M. Where a supervisor is a person other than a department chairperson, the aggrieved shall proceed directly to the stage at which his/her supervisor appears in these procedures. Within five (5) days of an informal discussion, the supervisor in question shall communicate his/her decision to the aggrieved in writing.
- N. The parties shall share equally the expense of the chairperson of the arbitration panel.
- O. Decisions of the Superintendent at Stages III and IV, and decisions of the Board at Stage V, shall effect all other employees similarly situated.

## **ARTICLE X - WORK STOPPAGES**

The Federation and the District recognize that strikes and other forms of work stoppages by employees covered by this Agreement are contrary to law and public policy. The Federation and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption to the school program. The Federation, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by employees covered by this Agreement nor any instigation thereof.

## **ARTICLE XI- THE AGREEMENT**

### **Section 1**

The provisions of this Agreement shall be effective July 1, 2017 and shall remain in full force and effect until June 30, 2022.

### **Section 2**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THAT APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

### **Section 3**

This Agreement shall not be changed, altered or modified in any manner unless consented to in writing by the parties concerned herein.

### **Section 4**


The two parties shall exchange demands for future contracts no later than February 1, 2022.

## ARTICLE XII - LEGAL LIMITATIONS

In the event the terms of this Agreement are contrary to any provisions of appropriate existing federal, state or local statutes, or ordinances, or if any part or portion of this Agreement shall be deemed to be unconstitutional, then only that part or portion of the Agreement which is in conflict with the law, or unconstitutional, shall be considered ineffective and unenforceable, while the valance of the terms and provisions of this Agreement shall continue to be binding upon the parties hereto.


IN WITNESS WHEREOF, the parties hereunto set their hands and seals, this 1<sup>st</sup> day of JUNE, 2017.

**OCEANSIDE FEDERATION  
OF TEACHERS**

  
\_\_\_\_\_  
Affiliates Vice President

  
\_\_\_\_\_  
President

**OCEANSIDE UNION FREE  
SCHOOL DISTRICT**

  
\_\_\_\_\_  
Superintendent of Schools